

Your professional liability and legal expenses insurance policy summary

This policy information does not contain full details and conditions of your insurance – these are located within your policy.

This Commercial insurance policy is designed to meet the needs of professionals who wish to protect themselves in the event of civil liabilities arising from their business and professional activities.

This document provides a summary of the cover automatically provided by the policy, as well as an outline of the optional cover sections which are available. **This document only outlines the key covers and unusual exclusions; full terms and conditions can be found in the policy wording, a copy of which is available on request.**

Insurers

All sections of this policy are underwritten by: **Markel International Insurance Company Limited**, Registered in England and Wales No: 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited. Authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.

A Separate Summary is provided for the Legal Expenses Section of this policy.

Duration of Contract

The standard duration of this non-investment insurance contract is 12 months from the start date shown on your policy schedule.

Insurance Cover / Territorial Limit

Covers any employees to work anywhere in the UK, Channel Islands, Isle of Man or other countries of the European Union. It also provides cover for temporary commercial visits by directors and non-manual employees (resident in the UK) elsewhere in the world.

When does cover operate

The policy is issued on a "Claims Made" basis, which means that cover applies when a claim is made against you irrespective of when the incident which gave rise to the claim is alleged to have occurred.

Most policies which operate in this way have a Retroactive Date (a date stated in the policy prior to which any incidents are excluded from cover) Our policy does not have a Retroactive Date. This means that cover will apply to incidents which occurred prior to inception as long as when you take out the insurance you are not aware of any circumstances which could give rise to a claim.

What is included?	Limit
<p>The policy provides cover in the event of civil (as opposed to criminal) liabilities arising from your Business and professional activities, declared to us and defined within your schedule.</p> <p>Indemnity is provided to you / your organisation and any employees whilst acting on your behalf. It includes cover for your liability for the acts or omissions of any sub-contractors although it will not (unless we have agreed in writing) provide an indemnity to subcontractors.</p> <p>The policy combines cover that would be provided by Professional Indemnity, Public Liability, Libel & Slander and Product Liability Insurances and covers any amount you may have to pay as compensation up to the limit of Indemnity</p>	As shown within Schedule
<p>Legal Defence for Criminal Proceedings</p> <p>The policy provides cover for legal defence following criminal proceedings regarding:</p> <ul style="list-style-type: none"> • Health and Safety at Work etc Act 1974 • Part II of the Consumer Protection Act 1987 • Part II of the Food Safety Act 1990 • Other criminal prosecution where such prosecution is likely to lead to a civil claim under this policy. 	£250,000
<p>Legal liability to pay damages and Claimant's costs and expenses for damage or distress as described in current Data Protection Legislation. Provided that the Insured is appropriately registered and has taken all reasonable care to comply with the requirements of the current Data Protection Regulation.</p>	£1,000,000
<p>Public Relations Consultancy Costs to help prevent or minimise a claim</p>	£50,000

What is not covered

The Company will not indemnify the Insured in respect of

- ❖ Fines or penalties.
- ❖ Any claim arising out of work for a business in which the Insured has a controlling interest or is in a position to make a major policy decision on behalf of such business.
- ❖ Costs and expenses insured by any other policy.
- ❖ Liability to Employees for claims made against you in respect of any injury to any employee.
- ❖ Liabilities which should be insured under other types of policy such as Motor Insurance or Employment Practices Liability.
- ❖ Any intentional act, unless this is designed or intended to be part of the Professional Services provided.
- ❖ **The following exclusions only apply if shown within the quotation document or certificate provided:**
 - i) Any Financial advice, ii) Any treatment of any Eczema sufferers, iii) Any Electroencephalography, iv) Surgical or dental treatment
- ❖ The costs and expenses, or damages
 - i) Incurred by anyone in recalling any goods or things sold or supplied
 - ii) Incurred by anyone in remedying any defect or alleged defect in land buildings structures or premises disposed of
 - iii) Incurred by anyone in repair, alteration, removal, recall or replacement of a product or for the cost of its reduction in contract value
 - iv) Where you know the product will be used in any aircraft or aerial device
 - v) Where you know the Product will be used in the petrochemical industry
 - vi) Where you know the Product is exported to Canada or the United States of America or any dependency or trust territory
- ❖ Any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom

Making a claim

If you become aware of any circumstances which may give rise to a claim under the insurance, you should immediately contact Everywhen Insurance on **01438 739 731**.

Payment Options

A range of payment options can be discussed with one of our insurance advisors.

Your Obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

- You must make a fair presentation of the risk to Us at inception, renewal and variation of the policy.
- Take all reasonable precautions to:
 - a) Prevent occurrences which may give rise to liability.
 - b) To comply with statutory requirements obligations and regulations imposed by any authority.
- No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.
- You must notify Us prior to or immediately if, during the Period of Insurance if there is any alteration in Your ownership of the Business, or if there is any alteration to the detailed in the schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or alteration of the policy, which materially increases the risk of loss or Damage as insured by this Policy. This may include but is not limited to alterations:
 - a) In or to the Business.
 - b) Due to the Business being wound up or carried on by a liquidation or receiver or permanently discontinued.
- Immediately notify the Insurer of any claims or incidents that could give rise to a claim.

Cancellation period

You

There is no automatic right of cancellation under the policy, this means if the policy is cancelled you will not be entitled to a refund of premium being in full or in part.

Insurers

The Company may cancel this Section in giving 21 days' notice by registered post to the Insured at your last known address. You may be entitled to a partial refund of the policy as detailed in the wording.

Making Yourself Heard

Any complaint you may have should in the first Instance be addressed to Everywhen. If the complaint is not about the service you received from Everywhen, we will forward your complaint to the relevant department of the Insurer who will then proceed to correspond with you directly. If we or the insurer are unable to resolve your complaint, you can approach The Financial Ombudsman Service.

Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the policy wording.

Financial Services Compensation Scheme (FSCS)

Everywhen Insurance, a trading name of Advisory Insurance Brokers Limited, and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at: www.fscs.org.uk

Everywhen

Claims Number: **01438 739 731**

Kings Court, London Road, Stevenage, Herts SG1 2GA

Tel: **01438 739739**

Email: **Caredivision@everywhen.co.uk**

Website: **www.everywhen.co.uk**

Everywhen is a trading name of Advisory Insurance Brokers Limited.
Registered Office: 1 Minster Court, Mincing Lane, London EC3R 7AA

Advisory Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's Website at <http://www.fsa.gov.uk/register/home.do> or by contacting them on 0800 1116768

AM/IN Summary MKL 11-25 Everywhen

